

AMERICAN ARBITRATION ASSOCIATION

Sacramento Gun Club, LLC,)
Claimant,) AAA No. 01-21-0002-5331
v.)
Anatolian Arms, LLC, and)
William Michael Johnson,)
Respondents.)

STIPULATED ARBITRATION AWARD

The parties having reached an agreed settlement in this matter, they now stipulate to entry of the following award:

I. PARTIES AND COUNSEL

1. Claimant Sacramento Gun Club, LLC (“Claimant”) is represented by Glenn W. Peterson of Peterson Watts Law Group.
2. Respondents Anatolian Arms, LLC (“Anatolian”) and William Michael Johnson (collectively “Respondents”) are represented by Paul Strickland and Elizabeth Stepp of Oberheiden, P.C.

II. CASE STATEMENT

3. Claimant's arbitration demand, as amended and supplemented, included six causes of action against Anatolian and four causes of action against Mr. Johnson.
4. Respondents asserted a single cause of action as a counterclaim against Claimant.
5. Respondent Anatolian admits liability as to Claimant's Fifth Cause of Action against it, which is entitled "UCC § 2-713; Breach of Contract and Buyer's

Damages for Non-Delivery Against Anatolian" and consents to judgment against it on that claim as set forth herein.

III. STIPULATION FOR ENTRY OF JUDGMENT

6. Claimant shall now have a monetary award of \$339,364.92 against Respondent Anatolian Arms, LLC, inclusive of pre-judgment interest and costs as agreed to by the parties, on Claimant's Fifth Cause of Action.
7. No further or additional allocation of costs in this case is required.
8. Post-judgment interest shall accrue at the rate of 7% per annum until the judgment amount is paid in full.
9. All other claims against Anatolian Arms, LLC and William Michael Johnson and all counterclaims against Sacramento Gun Club, LLC are hereby denied and dismissed with prejudice. The parties mutually deny any liability on each of these claims and counterclaims.
10. The parties agree to sign a stipulation authorizing immediate entry of a judgment in accordance with this award by the United States District Court for the Eastern District of California in the pending case number 2:20-cv-02447.
11. Enforcement and collection of this stipulated judgment shall be governed by California Enforcement of Judgments Law, Code of Civ. Proc. §§680.010, et seq. and other California laws related thereto.
12. Nothing in this award shall operate as a waiver as to the long-arm jurisdiction of any court in California, except that Respondents do not dispute that they are

subject to the jurisdiction of the United States District Court for the Eastern District of California in the pending case number 2:20- cv-02447.

13. Nothing in this award shall operate as a waiver or dismissal of any claim at law or in equity against William Michael Johnson that would render him personally responsible for this judgment as a debt of Anatolian Arms, LLC, or as a waiver of any defenses to such a claim.
14. Except as set forth above, each of the parties shall bear their own attorneys' fees and costs.

IT IS SO STIPULATED.

Dated: November 7, 2021

By: /s/Elizabeth K. Stepp
Elizabeth K. Stepp
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Dated: November 7, 2021

By: /s/Glenn W. Peterson
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Dated: November 7, 2021

By: 
Charles D. Fite, Managing Member
Chet Fite, Member
Sacramento Gun Club, LLC

Dated: November 7, 2021

By: 
William Michael Johnson

Dated: November 7, 2021

By: 
William Johnson, Member
Anatolian Arms, LLC

AWARD

Pursuant to the parties' agreement, the above stipulation is hereby entered as a final award in this matter.

HON. EDWARD C. MOSS

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Michael Johnson,)
Respondents.)

ARBITRATION AWARD

I, THE UNDERSIGNED ARBITRATOR,

having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated July 22, 2020, and having been duly sworn, and the parties having reached a settlement of their dispute, hereby make the terms set forth in that November 7, 2021 settlement my Award.

Dated: November 8, 2021



Edward C. Moss, Arbitrator